

**DIRECT TESTIMONY OF  
GEORGE N. MORI  
BEFORE THE  
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
DOCKET NO. 2018-163-E**

1   **Q.     PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

2   **A.**           George N. Mori, President of SolAmerica Energy, LLC. Our business address is  
3           1819 Peachtree Road, Suite 100, Atlanta, Georgia 30309.

4   **Q.     PLEASE STATE YOUR EDUCATIONAL ACHIEVEMENTS.**

5   **A.**           I have a bachelor's degree from Duke University and a law degree from the  
6           University of Georgia.

7   **Q.     PLEASE DESCRIBE YOUR EXPERIENCE IN THE SOLAR INDUSTRY.**

8   **A.**           I have been in the solar industry since 2009 when I co-founded SolAmerica.  
9           Since that time, I have been involved in successfully developing and constructing  
10          numerous solar projects in six states, including several in South Carolina that I have  
11          completed in SCE&G's territory.

12   **Q.     HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?**

13   **A.**           No.

1   **Q.     ON WHOSE BEHALF ARE YOU PROVIDING THIS TESTIMONY?**

2   **A.**           Two of SolAmerica Energy's subsidiary companies, SolAmerica SC, LLC and  
3           Edgefield County S1, LLC.

4   **Q.     PLEASE DESCRIBE THE TWO AGREEMENTS THAT ARE AT ISSUE IN THIS**  
5   **MATTER.**

6   **A.**           The two agreements at issue are (1) the October 4, 2016 Interconnection  
7           Agreement between SolAmerica (through SolAmerica SC, LLC) and South Carolina  
8           Electric & Gas ("SCE&G" or the "Company") (the "Interconnection Agreement") (GNM  
9           Ex. "1"), and (2) the April 9, 2018, Power Purchase Agreement between SolAmerica  
10          (through Edgefield County S1, LLC) and SCE&G (the "PPA"), (GNM Ex. "2").

11 **Q.     PLEASE DESCRIBE THE SUBSTANCE OF YOUR COMPLAINT AGAINST**  
12 **THE COMPANY.**

13 **A.**           SolAmerica paid SCE&G a substantial amount of money—\$252,008—under the  
14           Interconnection Agreement as the full sum total required to install facilities and perform  
15           upgrades to SCE&G's distribution network and substation to interconnect a 14 MW-DC  
16           (10 MW-AC) solar project in Edgefield County, South Carolina (the "Project"). On  
17           April 9, 2018, SolAmerica executed a power purchase agreement (PPA) with SCE&G in  
18           which the parties agreed that SolAmerica would have until September 23, 2019 to  
19           complete the Project. The PPA expressly stated that the Project would be interconnected

1 by September 23, 2019 under the existing Interconnection Agreement. The PPA also  
2 required that SCE&G cooperate with us as necessary to implement the PPA. However,  
3 when SolAmerica asked SCE&G to align the “In-Service Date” of the Interconnection  
4 Agreement with the Project Completion Date of the PPA, SCE&G refused.

5 On May 9, 2018, SolAmerica filed with the Commission a Request for  
6 Modification and requested that the Commission order amendment of the October 4,  
7 2016 Interconnection Agreement to align its In-Service Date with the September 23,  
8 2019 Project Completion Date in the PPA.

9 At the same time, SolAmerica filed a Motion to Maintain Status Quo asking the  
10 Commission to order that SolAmerica’s rights under the PPA be preserved pending  
11 resolution of this dispute and that SolAmerica be permitted to post the \$450,000 in  
12 collateral, which would have been due under the PPA on May 9, 2018, within thirty days  
13 of an order by the Commission on SolAmerica’s Request for Modification.

14 **Q. WHAT IS THE BASIS FOR YOUR STATEMENT THAT THE COMPANY**  
15 **AGREED TO A SEPTEMBER 23, 2019 COMPLETION DATE UNDER THE**  
16 **PPA?**

17 **A.** Section 4.2 of the PPA sets forth a Completion Deadline of September 23, 2019,  
18 by which time “all Interconnection Facilities have been constructed in accordance with  
19 the terms and conditions of this Agreement and the Interconnection Agreement and are  
20 available to receive Test Energy and Net Energy from the Facility.” (See GNM Ex. “2”

at p. 18, § 4.2).

**Q. WHAT IS THE BASIS OF YOUR STATEMENT THAT THE COMPANY INTENDED FOR SOLAMERICA TO INTERCONNECT THE EDGEFIELD PROJECT UNDER THE OCTOBER 4, 2016 INTERCONNECTION AGREEMENT?**

**A.** Attachment A to the PPA contains the description of the Project. Under Section 4 of Attachment A, there is an “Interconnection” heading under which the PPA states, “Interconnection Agreement between SCE&G and SolAmerica SC, LLC, which was fully executed as of October 4, 2016, and which will be assigned by SolAmerica SC, LLC to Edgefield County S1, LLC to satisfy the Interconnection Condition.” (See GNM Ex. “2” at p. 56, Attach. A § 4).

**Q. WHAT IS THE “INTERCONNECTION CONDITION” THAT IS REFERENCED IN THAT PARAGRAPH?**

**A.** The PPA defines “Interconnection Condition” to mean that “Seller has entered into and executed the Interconnection Agreement for the intended capacity of the Facility.” (See GNM Ex. “2” at p. 10).

**Q. WHAT IS THE SIGNIFICANCE OF THE STATEMENT IN ATTACHMENT A THAT STATES, “INTERCONNECTION AGREEMENT BETWEEN SCE&G AND SOLAMERICA SC, LLC, WHICH WAS FULLY EXECUTED AS OF OCTOBER 4, 2016, AND WHICH WILL BE ASSIGNED BY SOLAMERICA SC,**

**LLC TO EDGEFIELD COUNTY S1, LLC TO SATISFY THE  
INTERCONNECTION CONDITION”?**

A. It is a clear indication that the parties intended and agreed that the Edgefield Project would be interconnected using the existing October 4, 2016 Interconnection Agreement. Both parties were on the same page and agreed that the original Interconnection Agreement would be sufficient to interconnect the Project as contemplated by the PPA and that a new Interconnection Agreement was not needed.

**Q. DID THE PPA CONTEMPLATE THAT THE INTERCONNECTION  
AGREEMENT COULD BE AMENDED?**

A. Yes. In fact, the definition of “Interconnection Agreement” in the PPA refers to the agreement “as the same may be amended from time to time.” (*See* GNM Ex. “2” at 9).

**Q. WHEN YOU EXECUTED THE INTERCONNECTION AGREEMENT, WHAT  
WAS YOUR UNDERSTANDING WITH RESPECT TO THE MILESTONE  
DATES?**

A. Prior to executing the Interconnection Agreement on October 4, 2016, SolAmerica’s Senior Vice President of Project Finance, Lee Shuman, and myself had a meeting with Matt Hammond of SCE&G to discuss the Interconnection Agreement and timeframe. We asked Mr. Hammond what the time period would be to complete the Project and whether we would have the ability to extend milestone dates if we paid the full \$252,008 for the Interconnection Costs. Mr. Hammond said that SCE&G had no

1 firm policy, but if SolAmerica had paid in full and executed a PPA, then SCE&G would  
2 act reasonably toward extending milestone dates.

3 **Q. DID MR. HAMMOND SAY ANYTHING ABOUT A POLICY LIMITING THE**  
4 **NUMBER OF EXTENSIONS OF LIMITING EXTENSIONS TO 12 MONTHS?**

5 **A.** No. He did not.

6 **Q. DID SOLAMERICA RELY ON MR. HAMMOND'S ASSURANCE THAT SCE&G**  
7 **WOULD ACT REASONABLY IN AMENDING MILESTONE DATES?**

8 **A.** We did. We have spent more than \$100,000 in development costs on this project  
9 and huge amounts of time to develop this project with the expectation that once we  
10 negotiated and executed a PPA with SCE&G for the Project, we would have the  
11 flexibility and time we needed to complete the Project per the terms of the PPA.

12 **Q. PRIOR TO EXECUTING THE PPA, HAD SOLAMERICA REQUESTED AN**  
13 **EXTENSION OF THE INTERCONNECTION AGREEMENT MILESTONE**  
14 **DATES?**

15 **A.** Yes, once.

16 **Q. WHAT WERE THE CIRCUMSTANCES OF THAT REQUEST FOR AN**  
17 **EXTENSION?**

18 **A.** One of our employees, Katie Kearney, who handles our interconnection  
19 applications had a call with Steven Belle of SCE&G the week of September 3, 2018 to  
20 discuss the In-Service Date under the Interconnection Agreement for the Edgefield  
21 Project and provide an update on the status of the Edgefield Project. At that time, we  
22 were completing diligence on the Project and were negotiating the initial PPA draft with  
23 SCE&G. After Ms. Kearney's telephone call with Mr. Belle, she followed up with an

1 email to Mr. Belle and Mr. Hammond and copied myself and Mr. Shuman from  
2 SolAmerica. (*See* GNM Ex. “3” (9/8/17 Email from S. Belle to K. Kearney)).

3 **Q. WHAT DID MR. KEARNEY SAY IN HER EMAIL?**

4 **A.** She thanked Mr. Belle for discussing the Interconnection Agreement In-Service  
5 Date. She then said, “At this time, we respectfully request to extend that date to June 30,  
6 2018.” (*See* GNM Ex. “3”).

7 **Q. HOW DID MR. BELLE RESPOND?**

8 **A.** Mr. Belle thanked her for the update and responded, “Please continue working  
9 towards the completion of this project and keep us apprised of any further changes in the  
10 schedule.” (*See* GNM Ex. “3”).

11 **Q. HOW DID YOU INTERPRET MR. BELLE’S STATEMENT TO “KEEP [THE**  
12 **COMPANY] APPRISED OF ANY FURTHER CHANGES IN THE SCHEDULE”?**

13 **A.** I interpreted this to mean that SCE&G acknowledged that there could be further  
14 amendments to the Interconnection Milestone Dates. This is consistent with Ms.  
15 Kearney’s statement that “At this time” SolAmerica was requesting an In-Service Date of  
16 June 30, 2018 which suggests that more time could be needed. This is also consistent  
17 with my prior conversations with Mr. Hammond before SolAmerica agreed to pay the  
18 \$252,008 under the Interconnection Agreement that SCE&G would act reasonably in  
19 allowing for amendments to the Interconnection Agreement In-Service Date.

20 **Q. DID ANYONE FROM SCE&G TELL SOLAMERICA THAT IT WOULD**  
21 **PERMIT ONLY ONE AMENDMENT?**

22 **A.** Not that I’m aware of.

23 **Q. DID ANYONE FROM SCE&G TELL SOLAMERICA THAT IT WOULD NOT**

**EXTEND AN IN-SERVICE DATE BEYOND 12 MONTHS?**

**A.** Not that I'm aware of.

**DID THE AMENDED JUNE 30, 2018 INTERCONNECTION IN-SERVICE DATE  
END UP BEING ENOUGH TIME FOR SOLAMERICA TO CONSTRUCT AND  
COMPLETE THE EDGEFIELD PROJECT?**

**A.** No. It did not.

**WHY NOT?**

**A.** There were a variety of reasons. It takes time to complete solar projects and there is a lot more to it than simply constructing it. In fact, constructing a solar project is often the easiest part. There is large amount of diligence that we had to perform including, for example, ensuring environmental compliance and testing, permitting, zoning the project, negotiating and arranging for financing, and negotiating and executing a PPA, etc. We were working through all of that around this time, along with other projects in our company's pipeline. In addition, during this time there was a solar trade case pending before the U.S. International Trade Commission that threatened substantial tariffs on solar panels and resulted in dramatic increases in panel pricing, which made development of the Project much more difficult and slowed the development process. The tariff matter impacted numerous projects across our industry.

**WHAT TYPES OF ISSUES AROSE WHEN NEGOTIATING THE PPA WITH  
SCE&G?**

**A.** There were issues that came up when negotiating the PPA that made it more difficult to reach an agreement on an executable PPA.

First, our review of other publicly available PPAs that SCE&G had executed



1 showed that SCE&G had in instances offered more favorable terms than it was offering  
2 to us. So we had to go back and forth with SCE&G whether they would grant us the  
3 same terms. In most cases, it would not agree to the terms offered to others that we  
4 requested.

5 Second, during our PPA negotiations, SCE&G changed its form PPA and many  
6 material terms therein. For example, SCE&G is now claiming that the PPA terminated  
7 for our unwillingness to make a \$450,000 payment referred to in the PPA as the  
8 “Development Period Credit Support” pending resolution of this dispute. In the middle  
9 of our negotiations over the PPA, SCE&G changed the amount of the Development  
10 Period Credit Support from \$300,000 for the project (\$30.00/kW-AC) to \$450,000  
11 (\$45.00/kW-AC). (*See* GNM Ex. “4” (12/11/17 Email from L. Shuman to E. Folsom)).

12 **Q. WHO WAS SOLAMERICA’S PRIMARY CONTACT AT SCE&G**  
13 **RESPONSIBLE FOR NEGOTIATING THE TERMS OF THE PPA?**

14 **A.** Eddie Folsom.

15 **Q. DID MR. FOLSOM AND OTHERS AT SCE&G INVOLVED IN THE PPA**  
16 **NEGOTIATION PROCESS HAVE A COPY OF THE INTERCONNECTION**  
17 **AGREEMENT?**

18 **A.** Yes. On at least two instances (on December 11, 2017 and March 1, 2018) Mr.  
19 Folsom requested and received an executed copy of the Interconnection Agreement. (*See*  
20 GNM Ex. “4”; GNM Ex. “5” (3/1/18 email from L. Shuman to E. Folsom)). He was  
21 certainly aware of and had access to the terms of the Interconnection Agreement.

22 **Q. WAS MR. FOLSOM THE ONLY ONE FROM SCE&G INVOLVED IN THE PPA**  
23 **NEGOTIATIONS THAT WAS AWARE OF THE INTERCONNECTION**

1           **AGREEMENT?**

2   **A.**           No. First, both agreements were executed by South Carolina Electric & Gas.  
3           Presumably the Company is familiar with its own agreements. Moreover, in March of  
4           2019, near the end of PPA negotiations and shortly before the PPA execution, the draft of  
5           our PPA went through SCE&G's Risk Management review process. That process  
6           resulted in a change to Section 4 of Appendix A in the PPA—the section that says the  
7           Project will be interconnected under the existing Interconnection Agreement. The  
8           original draft submitted to SCE&G's Risk Management group for review simply said  
9           “Interconnection Agreement fully executed as of October 4, 2016” under the  
10          “Interconnection” heading of Section 4 to Appendix A of the PPA. (*See* GNM Ex. “6”  
11          (3/29/18 email from E. Folsom to L. Shuman and G. Mori and attachment); *id.* at p. 56,  
12          App'x A § 4). But as a result of the Risk Management review process, the language in  
13          the “Interconnection” section was expanded and clarified to say, “Interconnection  
14          Agreement between SCE&G and SolAmerica SC, LLC, which was fully executed as of  
15          October 4, 2016, and which will be assigned by SolAmerica SC, LLC to Edgefield  
16          County S1, LLC to satisfy the Interconnection Condition.” *Id.* This reflects that  
17          SCE&G's Risk Management personnel scrutinized this provision and were aware and  
18          intended that the October 4, 2016 Interconnection Agreement would be used to  
19          interconnect the Project.

20                I would have expected SCE&G to discover any discrepancies between the  
21          timeline permitted under the PPA and any limitations on meeting that timeline under the  
22          Interconnection Agreement. As I stated earlier, Eddie Folsom of SCE&G, who managed  
23          the negotiations of the PPA with our team, specifically asked us for the Interconnection

1 Agreement on two separate instances, which we provided to him. Given Eddie Folsom's  
2 multiple requests for the Interconnection Agreement, SCE&G Risk Management's  
3 review of the interconnection provision in Attachment A to the PPA, and the language in  
4 the PPA linking the two agreements, we reasonably expected that SCE&G would have  
5 raised any timing concerns under the Interconnection Agreement before agreeing to a  
6 September 23, 2019 in-service date under the PPA if that were not permissible under the  
7 Interconnection Agreement. It has also been our experience with other utilities that the  
8 PPA and Interconnection Agreement, while technically separate agreements, are linked as  
9 to milestone schedules and other essential components to ensure consistency between the  
10 agreements.

11 **Q. DID SOLAMERICA AND SCE&G EVENTUALLY EXECUTE THE PPA?**

12 **A.** Yes. On April 9, 2018.

13 **Q. WHAT HAPPENED AFTER THAT?**

14 **A.** After agreeing to a September 23, 2019 Project Completion date and executing  
15 the PPA, we asked to SCE&G to align the Interconnection Milestone dates with the PPA.

16 **Q. DID THE COMPANY AGREE TO AMEND THE IN-SERVICE DATES TO**  
17 **ALIGN WITH THE PPA PROJECT COMPLETION DATE?**

18 **A.** No. We received an email from Matt Hammond on May 4, 2018 stating that the  
19 latest In-Service Date under the Interconnection Agreement that it was willing to accept  
20 was December 8, 2018. (*See GNM Ex. "7" (5/4/18 email from M. Hammond to G.*  
21 *Mori)*).

22 **Q. WHAT REASON DID THE COMPANY GIVE YOU FOR ITS DENIAL OF YOUR**  
23 **REQUEST TO ALIGN THE INTERCONNECTION AGREEMENT DATES**

**WITH THE PPA?**

**A.** Matt Hammond said that our proposed In-Service Date of September 2019 was “not consistent with the [Interconnection Agreement] nor is it consistent with the way in which we have interacted with all other counterparts.” (*See* GNM Ex. “7”).

**Q. WHAT WAS YOUR REACTION TO THAT?**

**A.** My reaction was that our proposed In-Service Date of September 2019 was entirely consistent with the Interconnection Agreement, the PPA, and the intent and understandings of the parties. Further, I can’t imagine that granting our request would be inconsistent with how other customers have been treated. In our particular situation, we had paid in full \$252,008 which included amounts required to upgrade SCE&G’s distribution lines and substation and we had just negotiated a PPA in which SCE&G had agreed to allow us to interconnect the project under our October 4, 2016 Interconnection Agreement with a September 23, 2019 Project Completion Deadline. Further, SCE&G had not provided us anything that would lead us to believe that other interconnection customers behind us in the interconnection queue would be prejudiced by our requested extension.

**Q. IS IT SOLAMERICA’S POSITION THAT THE COMPANY HAD THE ABILITY TO AMEND THE INTERCONNECTION AGREEMENT MILESTONE DATES AFTER EXECUTION OF THE PPA?**

**A.** Yes. Based on our review of the Interconnection Agreement and the South Carolina Generator Interconnection Procedures, SCE&G has the ability to grant extensions to interconnection milestones, except for payment-related milestones, when it chooses. The Milestone provision in Section 6.2 of the Interconnection Agreement

1 states, “A Party’s obligations under this provision may be amended by agreement, except  
2 for timing for Payment or Financial Security-related requirements set forth in the  
3 milestones, which shall adhere to Section 5.2.4 of the Standards.” (*See* GNM Ex. “1” at  
4 p. 12, § 6.2). We read this to mean that so long as SolAmerica has made the payment-  
5 related milestones, there are no limits on SCE&G’s ability to extend the final remaining  
6 interconnection milestones. This is particularly true in a situation like ours where  
7 SCE&G agreed to enter a PPA with a Completion Date that is later than the current In-  
8 Service Date reflected in the Interconnection Agreement and we have made all payments  
9 under the Interconnection Agreement.

10 Section 6.2 of the Interconnection Agreement also provides that if a party seeks  
11 an amendment to a milestone, the other party “shall not unreasonably withhold agreement  
12 to such an amendment” except for certain narrow circumstances. However, even if one  
13 of those circumstances exists, that provision does not restrict SCE&G’s discretion to  
14 grant an extension (particularly where SCE&G agreed to a later completion date under  
15 the associated PPA for the project)—rather, the exceptions merely state when SCE&G  
16 may be justified in refusing an amendment. Because SCE&G—the party to both the  
17 Interconnection Agreement and the PPA—agreed in the PPA to allow us to interconnect  
18 the Project under our 2016 Interconnection Agreement with a Project Completion  
19 Deadline of September 23, 2019 and had a duty to cooperate with us in the  
20 implementation and performance of the PPA, our position is that it had an obligation to  
21 grant an extension to the Interconnection In-Service date if it was in SCE&G’s power to  
22 do so.

23 **Q. WHY DO YOU SAY THAT THE COMPANY HAD A DUTY TO COOPERATE**

**WITH SOLAMERICA IN THE IMPLEMENTATION AND PERFORMANCE OF  
THE PPA?**

**A.** Section 15.10 of the PPA states in relevant part, “The Parties agree to reasonably cooperate with each other in the implementation and performance of the Agreement.” (See GNM Ex. “2” at p. 48, § 15.10). SCE&G did not fulfill its end of the bargain when it agreed to a September 23, 2019 Project Completion Date by which time SolAmerica had to have all interconnection facilities constructed (*see id.* at p. 18, § 4.2) and agreed that SolAmerica would be able to interconnect the Project using the existing Interconnection Agreement.

**Q. AFTER EXECUTING THE PPA, DID THE PR-2 RATES THAT SCE&G WAS  
PAYING FOR SOLAR ENERGY CHANGE?**

**A.** Yes. Effective May 2018, SCE&G substantially reduced its PR-2 rates, the rates it pays for solar power production. We executed the PPA on April 9, 2018. The Commission approved a rate change on May 2, 2018. And then on May 4, 2018, SCE&G informed us that it would not align the dates of the Interconnection Agreement with the PPA dates.

**Q. WHEN YOU EXECUTED THE PPA ON APRIL 9, 2018, WAS IT YOUR  
INTENTION TO PAY THE \$450,000 DEVELOPMENT PERIOD CREDIT  
SUPPORT UNDER THE PPA?**

**A.** We had an investor we had been working with for months that was going to purchase the Project from us and make the \$450,000 Development Period Credit Support Payment.

**Q. DID YOUR INVESTOR ULTIMATELY MAKE THE \$450,000 PAYMENT FOR**

**THE DEVELOPMENT PERIOD CREDIT SUPPORT?**

**A.** No. Our investor backed out of the purchase of the Project as a result of SCE&G refusing to agree to align the In-Service Date of the Interconnection Agreement with the September 2019 Project Completion Date in the PPA.

**Q. WHY DIDN'T SOLAMERICA GO AHEAD AND POST THE \$450,000 PAYMENT ON ITS OWN BEHALF?**

**A.** We agreed to a PPA with a Project Completion Deadline of September 23, 2019. The PPA expressly stated that we would be able to interconnect the Project under our existing Interconnection Agreement. As of May 9, 2018, SCE&G was only willing to offer an extension to December 8, 2018. That was not enough time to arrange for a new financing party, allow that party to conduct the necessary diligence on the Project, execute an agreement with that party, procure equipment, and complete construction. SCE&G's position rendered meaningless the September 23, 2019 Project Completion Date in the PPA that the parties negotiated.

We had already paid SCE&G \$252,008 under the Interconnection Agreement, largely to upgrade SCE&G's network and substation, and now SCE&G wanted us to pay an additional \$450,000 (a total of \$702,008) without any indication that it was willing to abide by the intent and terms of the September 23, 2019 Project Completion Deadline in the PPA. In our view, SCE&G by its actions breached the Interconnection Agreement and PPA, which we believe excused our performance of paying the \$450,000 under the PPA.

Rather than risk an additional \$450,000, we decided that the best course of action was to seek intervention by the South Carolina Public Service Commission which has

1 broad authority over contractual matters involving a regulated utility.

2 **Q. EVEN THOUGH THE PPA HAD A PROJECT COMPLETION DATE OF**  
3 **SEPTEMBER 23, 2019, COULDN'T YOU HAVE COMPLETED THE PROJECT**  
4 **EARLIER TO MEET THE INTERCONNECTION MILESTONES?**

5 **A.** That is not what we negotiated in the PPA when we agreed on a September 23,  
6 2019 Completion Date. Section 4.6 of the PPA contains an "Early Completion"  
7 provision which states that SolAmerica "may, *but shall not be required to*, achieve  
8 Commercial Operation on a date that is earlier than the Commercial Operation Date  
9 Deadline." (*See* GNM Ex. "2" at p. 20, § 4.6). Thus, the parties expressly agreed that  
10 SCE&G could not require SolAmerica to complete the Project early.

11 **Q. ARE YOU AWARE THAT THE COMPANY ALLEGES THAT SOLAMERICA**  
12 **BREACHED THE INTERCONNECTION AGREEMENT BY FAILING TO**  
13 **COMPLETE MILESTONE 4?**

14 **A.** I am.

15 **Q. WHAT IS YOUR RESPONSE TO THAT?**

16 **A.** Milestone 4 requires SolAmerica to clear and grade the site where the utility will  
17 install its interconnection facilities. (*See* GNM Ex. "1" at App'x 4). The Interconnection  
18 Agreement contemplated that this would occur 52 days before the In-Service Date. (*Id.*)  
19 The new In-Service Date should be September 23, 2019 to align with the PPA Project  
20 Completion Deadline. The corresponding amended date for Milestone 4 should be  
21 around 52 days prior to that, or around August 2, 2019 which is about 12 months from  
22 now. This milestone was intended to be completed near the time of project completion  
23 and can be completed in a day or two as it only requires that SolAmerica clear a 30-foot



1 wide area of peach trees on the edge of the site. However, the peach trees are currently  
2 being farmed and harvested, and it seems unreasonable to cut down a farmer's peach crop  
3 if not necessary, especially when the Project is now in jeopardy as a result of SCE&G's  
4 position. If the Commission instructs us to move forward with this as a condition to  
5 relief, we can do so quickly.

6 Further, SolAmerica has paid all amounts due under the Interconnection  
7 Agreement and clearing of this small area of the Project site does not prevent SCE&G  
8 from performing the vast majority of its work, such as installing 3-phase power lines  
9 along the road adjacent to the Project which we understand SCE&G has completed.  
10 SCE&G never raised any concern about Milestone 4 until this proceeding before the  
11 Commission.

12 **Q. HAS SCE&G EVER PROVIDED ANY EXPLANATION OF HOW ANY OTHER**  
13 **INTERCONNECTION CUSTOMER BEHIND SOLAMERICA IN THE**  
14 **INTERCONNECTION QUEUE WOULD BE HARMED IF SCE&G HAD**  
15 **ALIGNED THE INTERCONNECTION IN-SERVICE DATE WITH THE**  
16 **SEPTEMBER 23, 2019 PROJECT COMPLETION DATE?**

17 **A.** No.

18 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

19 **A.** Yes.